

CITY OF SOMERVILLE, MASSACHUSETTS

PURCHASING DEPARTMENT

purchasing@Somervillema.gov

JANUARY 19, 2015

REQUEST FOR PROPOSAL # 15-68

RFP – Retiree Drug Subsidy Application Re-Openings for the Retiree Drug Subsidy

March 1, 2015 to February 28, 2016



CITY OF SOMERVILLE, MASSACHUSETTS

PURCHASING DEPARTMENT

purchasing@Somervillema.gov

REQUEST FOR PROPOSAL (RFP) #15-68

Retiree Drug Subsidy Application Re-Openings for the Retiree Drug Subsidy

Re-Openings for the Retiree Drug Subsidy

DECISION TO USE COMPETITIVE SEALED PROPOSALS

The Chief Procurement Officer has determined that in order to select the most advantageous proposal for Re-Opening for the Retiree Drug Subsidy for the City of Somerville Human Resources Department, comparative judgments of technical factors, in addition to price, will be necessary. This proposal is being sought to insure that the best services available for Re-Opening for the Retiree Drug Subsidy are received by the City of Somerville and its employees at competitive costs.

INTRODUCTION

All Respondents must answer the following questions and requests in writing in order to be considered in the selection process.

Full legal name and address of the entities proposing to provide RDS Application Re-opening Services, to the City of Somerville.

Company: _____

Broker: _____

Third Party Administrator: _____

Entity responding to this RFQ: _____

Contact person, phone #, and email: _____

KEY DATES FOR THIS REQUEST FOR PROPOSALS

RFP Issued	Monday, January 19, 2015
Deadline for submitting questions on RFP	Thursday, January 29, 2015 – 4:30 PM
Proposals due, proposals screened, evaluations begin	Thursday, February 5, 2015 – 11:00 AM
Anticipated Contract Award	Friday, February 13, 2015
Services commence	March 1, 2015

PROPOSAL SUBMISSION

- A. GOVERNING LAW and DEADLINE FOR SUBMISSION: All proposals must be submitted in accordance with Massachusetts General Laws Chapter 30B, § 6, to the Chief Procurement Officer in the Purchasing Department, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143 **NO LATER THAN 11:00 a.m. Thursday, February 5, 2015. Proposals must be submitted in two separate sealed envelopes, one marked “Technical Proposal” the other marked “Price Proposal”. Price Proposals shall NOT be submitted with Technical Proposal. Any Technical Proposal containing any part of a Price Proposal shall be deemed non-responsive.**

Five (5) copies of the Technical Proposal must be submitted in a sealed envelope, plainly marked:
Technical Proposal, RFP # 15-68
“Re-Opening the RDS”
Along with your company name on the front of the envelope.

One (1) copy of the Price Proposal, sealed and marked RFP # 15-68
“Re-Opening the RDS”
Along with your company name on the front of the envelope.

Faxed proposals shall not be accepted.

Proposals will not be opened publicly. Proposal contents will be kept confidential and not disclosed until after the evaluation and award. A listing of proposers will be available online at: www.cityofsomerville.gov
The submission proposals must be addressed to:

City of Somerville
Purchasing Dept.
ATTN: Orazio DeLuca, MCPPO
93 Highland Avenue
Somerville, MA 02143

Proposals received after the deadline will not be considered. The name of all parties submitting proposals will be recorded but no proposal content will be made public until the City has completed the evaluation of the submittals.

- B. QUESTIONS: Inquiries involving procedural or technical matters shall be in writing to odeluca@Somervillema.gov or faxed to: 617-625-1344

c/o

Orazio DeLuca
City of Somerville, Purchasing Department
93 Highland Avenue
Somerville, MA 02143

- C. EXAMINATION OF DOCUMENTS: Each proposer shall be satisfied as to the requirements of the contemplated services to enable the intelligent preparation of this proposal. The proposer shall be familiar with all RFP Documents before submitting the proposals in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance will be made for any claim that the proposal is based on incomplete information. Any questions must be submitted in writing to the Chief Procurement Officer at the above address.
- D. EVALUATION OF PROPOSALS: The Technical proposals shall be evaluated by Barbara Brown, Benefit Specialist, Mary Alice Lally, Benefit Coordinator and Jennifer Comeiro, Benefit Manager. They shall prepare their evaluation based on the criteria contained herein. An interview may be required as part of the evaluation of this proposal.
- E. The contract award will be made within 30 days, only to a responsive and responsible proposer who is determined to be the most advantageous taking into consideration evaluative criteria and is capable of performing the services contemplated and meeting the minimum criteria set forth in the RFP. Each proposal will be screened in order to determine whether it meets all of the proposal submission requirements as described in the RFP. One or two contracts for Re-Openings for the Retiree Drug Subsidy may be awarded at the sole discretion of the City.

SCOPE OF WORK for Re-Openings for the Retiree Drug Subsidy:

PLANS TO BE COVERED:

The City is conducting this RFP process for Re-Openings for the Retiree Drug Subsidy.

COVERED EMPLOYEES:

- The City of Somerville has fourteen hundred (1400) retirees.

SERVICES OUTLINE:

1. Provide a description of your organization's experience as it pertains **specifically** to the RDS reopening process. This should **include but is not** limited to:
 - a. Policies and procedures related to creating and submitting cost reports to the CMS.
 - b. Policies and procedures related to updating and maintaining City of Somerville eligibility lists for the purposes of collecting subsidy from the CMS.
 - c. Policies and procedures related to ensuring only eligible individuals are submitted for subsidy to the CMS.
 - d. Policies and procedures related to ensuring only eligible drug claims are submitted for subsidy to the CMS.
2. Describe the customer service team and services they provide throughout the process.
3. Describe the services provided in the event of a CMS audit based on the revised RDS subsidy request(s).

4. Please list the specific tasks that are required to reopen a plan year. Which tasks does the Company handle and what tasks would the City of Somerville be expected to perform? What assistance does the Contractor/Subcontractor(s) provide GBS with regard to the tasks City of Somerville must perform?
5. What are the challenges and risks the City of Somerville would face by requesting to reopen a closed plan year? Describe how the Contractor/Subcontractor(s) would assist the City of Somerville with these challenges and risks.
6. Please describe the decision process used in determining if an application should be re-opened. Include an example of what you did when, after claims and enrollment analysis, an application failed to yield enough recovered subsidy to qualify for Re-opening.
7. Explain the process and methodology the Contractor/Subcontractor(s) follows to prepare the notice to CMS of a reopening request and the process and methodology of the Contractor/Subcontractor(s)'s subsidy recovery services.
8. Describe the Contractor/Subcontractor(s)'s process for handling reopening requests rejected by CMS. How many rejections have the Contractor/Subcontractor(s) encountered and what were the circumstances of those rejections?
9. Please list the number of clients the Contractor and/or Subcontractor currently serves for each of the following group sizes. Additionally, describe an example of the process and outcome of a RDS reopening for each size:
 - a. Less than 500 lives
 - b. 501-2000 lives
 - c. 2000-5000 lives
10. Describe the information systems security protocols and capabilities; including data at rest, in transit and archive. Please provide both electronic and physical security that is currently in place, along with location information. Include any remote access capabilities into your systems.
11. Describe the Company's data retention and reporting capabilities including on and off site backups.
12. Provide a proposed timeline of data file transfers from carriers. Provide a file layout and a description of data you will be requesting from Insurance carriers and/or PBM.
13. Describe all policies and procedures relating to the secure use, storage and transfer of data and communications. This must include, but is not limited to:
 - a. Transmission, storage and destruction of Personal Health Information (PHI)
 - b. Secure communications
 - c. Physical security and access control
14. Please provide a brief description of any HIPAA violations alleged against the Company. This should include the date of the occurrence, a brief description of what occurred, any fines or penalties assessed against the Company, and any regulatory body that assessed any such claim.

FEE AND PROPOSED CONTRACT

1. Identify the fee structure and provide a quote for the Company's services for the City Of Somerville and explain why this type of fee structure, i.e., fixed fee, percentage of additional subsidy, per member fee, etc., is beneficial to the City of Somerville. Is Company fee waived should the decision be made not to proceed with re-opening?

2. Identify your minimum size of application to be re-opened (minimum number of members) if any.
3. The Company shall identify five (5) plans for which the Company has provided these RDS recovery services within the past three years. Include (if any) example of plan that was not re-opened due to low recovery.
4. Provide a model contract for these services. Any model will be subject to review and negotiation prior to acceptance.

INFORMATION TO BE SUBMITTED WITH PROPOSALS:

1. Provide background information on your organization to include name, company officers, location, date operations began and contact information. Additionally, provide a brief summary of your organization including its history, ownership, the number of years in business, and any relevant promotional material or information.
2. Provide the names, resumes, and duties of all individuals who will be assigned to work on this contract.
3. Describe the various types of insurance coverage and indemnification provided to protect clients, including for each insurance type: risks covered, carriers, levels, limits, and deductibles.
4. Within the last five (5) years:
 - a. Has the Contractor/Subcontractor or any officer or employee of the company been a defending party in a legal proceeding before a court related to the provision of these services?
 - b. Has the Contractor/Subcontractor or any officer or employee been the subject of a governmental regulatory agency inquiry, investigation, or charge?
 - c. Has the Contractor/Subcontractor submitted a claim to its liability insurance carrier involving the type of services sought under this RFP?

If yes to any of the above, describe the event and the current status or resolution; include any case citation.

MINIMUM CRITERIA

Any proposer submitting a proposal must satisfy the following criteria in order for its proposal to be considered:

1. Proposers must be in the business of Re-Openings for the Retiree Drug Subsidy and have at least five-(5) years experience in such business.
2. Proposers must have experience of Re-Openings for the Retiree Drug Subsidy for five (5) or more clients, all of which have fourteen hundred (1400) or more retirees.

General Requirements

1. **Any fees charged by the health plans for providing electronic claims and enrollment data for RDS Re-openings will be the responsibility of the respondent (vendor).**

Confirmation of acceptance to pay these and any other fees the health plans may charge to vendor must accompany the quote submitted for consideration.

2. Proposals must comply with all applicable federal and state statutes.

Selection Criteria

Price will not be the criteria upon which the City of Somerville makes its selection. In addition to price, the following criteria will apply:

1. Responses to all Questions on the Respondent's Questionnaire in the Introduction section of this Proposal including all items under Description of Services and Fees & Proposal Contract;
2. Vendor's experience in RDS Application Re-opening. (years of experience and additional subsidy recovery);
3. Experience and quality of service to clients as reported by Company responding to this RFQ and by References (including the number of Massachusetts businesses, amount of dollars obtained in recovered subsidy, experience in administering RDS program with multiple carriers/health plans);
4. Experience working with claims administrators - Blue Cross & Blue Shield of MA
5. Comprehensiveness and timelines of progress reporting to accounts, and general level of service in the above as reported by References;
6. Turn-around time for determination of Re-opening decisions and subsequent reimbursement;
7. Optional contract terms, which are favorable to the City of Somerville.

The above criteria will be applied to proposals to select the contract with the highest value for our clients.

Award Decision Criteria: In order to be considered, a proposal must be complete with all submission requirements met and with responses to all questions provided. From among those complete and correctly submitted quotations meeting the requirements and specifications, the contract will be awarded based on the selection criteria for this Proposal.

CONTRACT PERIOD

The contract period shall be from **March 1, 2015 to February 28, 2016.**

CONFIDENTIALITY & OTHER CONDITIONS

Medical claims processing must be confidential, and no information shall be transmitted to the City of Somerville, or any other party, except the employee, that indicates the nature of any claim without the written authorization of the employee. Notwithstanding the foregoing, the City of Somerville or its designee shall have access to all records for the purpose of auditing reimbursements in the detection and prevention of fraud.

**CITY OF SOMERVILLE, MASSACHUSETTS
PURCHASING DEPARTMENT**

GENERAL TERMS AND CONDITIONS

1. TAXES

Purchases incurred by the City are exempt from Federal Excise Taxes, Massachusetts Sales Tax, and RFP prices must exclude any such taxes. Tax Exemption Certificates will be furnished upon request. City of Somerville's Massachusetts Tax Exempt Number is MO46 001 414.

2. FREIGHT ON BOARD (F.O.B)

All prices are to be firm F.O.B. delivered destination (Somerville, MA), to the address specified on the "Notice to Proposers" or any other department location doing business for the City of Somerville in need of such services.

3. UNIT PRICE

In case of error in extension of prices quoted herein, the unit price will govern.

4. PRICE REDUCTION

It is understood and agreed that should any price reductions occur between the opening of this RFP and completion of this delivery. The benefits of all such reductions will be extended.

5. GUARANTEES

The proposer, to whom a contract is awarded, guarantees to the City of Somerville all supplies, equipment, related services/maintenance, and labor for a period of at least one (1) year. Upon inspection, any defective or inferior equipment, supplies/materials shall be replaced without additional cost to the City. The contractor will assume any additional cost accrued by the City.

6. INDEMNIFICATION

The vendor agrees to take all necessary precautions to prevent injury to any persons or damage to property during the term of this agreement and shall indemnify and save the City of Somerville harmless against all loss and expense resulting in any way, from any negligent or willful act or omission on the part of the Vendor, its agents, employees, or sub-contractors or resulting directly or indirectly from Vendor's performance under this Agreement.

7. INSURANCE

Vendor's liability insurance shall be purchased and maintained by the Vendor to protect him from claims under Worker's Compensation Acts and other employee benefits acts, claims from damages because of bodily injury, including death, and from claims for damages, other than to the work itself, to property which may arise out of or result from the Vendor's operation under this agreement, whether such operation by himself or anyone employed by them. This insurance shall be written for not less than any limits of law, whichever is the greater and shall include contractual liability applicable to Vendor's obligations. The Vendor shall deposit with the City of Somerville standard certificates of insurance thereof for any insurance about to expire at least ten (10) days before such expiration. All such insurance policies shall contain an endorsement or provision requiring thirty (30) days written notice to the City of Somerville prior to cancellations or material change in coverage, scope, or amount of any such policy or policies. Compliance by Vendor with the insurance requirement, however, shall not relieve Vendor from liability under the indemnity provisions. Vendor shall require subcontractors to provide and maintain the required insurance at subcontractors' expense. Subcontractors shall list the City of Somerville and Contractor as additional insured where applicable.

8. INDEPENDENT CONTRACTOR

Vendor is not an agent or employee of the City of Somerville and is not authorized to act on behalf of the City of Somerville.

9. COMPLETE AGREEMENT

This agreement supersedes all prior agreements and understandings between the parties and may not be changed unless mutually agreed upon in writing by both parties.

10. ASSIGNMENT

Vendor shall not assign the Agreement, or any interest therein, without prior written consent of the City of Somerville.

11. SUB CONTRACTORS

Vendor shall not engage any other company, sub-contractor or individual to perform any obligation hereunder, without the prior written consent of the City of Somerville.

12. GOVERNING LAW

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

13. ENFORCEABILITY

In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of the Agreement.

14. CONFLICT OF INTEREST

The Proposer certifies that no official or employee of the City of Somerville has a financial interest in this proposal or in the contract which the proposer offers to execute or in the expected profits to arise there from, unless there has been compliance with provisions of Massachusetts General Laws Chapter 43, sec. 27 (Interest in Public Contract by Public Employees), and Massachusetts General Laws, Chapter 268A, sec. 20 (Conflict of Interest), and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.

15. TERMINATION

- a. For Cause: The City of Somerville shall have the right to terminate this agreement if (i) Vendor neglects or fails to perform or observe any of these obligations hereunder and a cure is not effected by Vendor within fifteen (15) days next following its receipt of a termination notice issued by the City of Somerville, or (ii) if a judgment or decree is entered against Vendor approving a petition for any arrangement, liquidations, dissolution or similar relief relating to bankruptcy or insolvency and such judgment or decree remains unvacated for thirty (30) days; or (iii) immediately if Vendor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief or debtors shall seek or consent or acquiesce an appointment of any trustee, receiver of liquidation of any of Vendor's property; or (iv) funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year of this Agreement. The City of Somerville shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of service provided.
- b. Return of Property: Upon termination, Vendor shall immediately return to the City of Somerville, without limitation, all documents, plans, drawings, tools and items of any nature whatsoever, supplied to the Vendor by the City of Somerville or developed by the Vendor in accordance with this Agreement.

16. DISCRIMINATION

It is understood and agreed that it shall be a material breach of any contract resulting from this RFP for the contractor to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions or privileges of employment because of race, color, religion, creed, national origin, sex, or ancestry.

17. INTERPRETATION OF SPECIFICATION/TERMS

All interpretations of the RFP and supplemental instructions will be in the form of written addenda to the RFP specifications. Requests for clarification or any questions about information contained in the RFP should be addressed via email, or in writing, to Orazio DeLuca, MCPPO, Contract Manager, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143 odeluca@somervillema.gov. Questions and answers will be compiled and sent to all proposers who requested a copy of the RFP, before the proposal deadline, by addendum via email. No requests or questions will be accepted after the deadline for questions stated at the beginning of this RFP or as updated in an addendum, if such addendum were issued.

18. CANCELLATION OF RFP

To withdraw, cancel or modify a RFP at any time prior to the RFP opening date, a proposer must submit such request in writing to the Purchasing Director. Correction or modifications must be sealed when submitted and must indicate on the outside of the envelope whether the correction or modification pertains to the price proposal or the non-price proposal.

19. SAMPLES

All qualified proposers may be requested to submit samples.

20. FINANCIAL AND OPERATIONAL INFORMATION

By submitting a proposal, the proposer authorized the City of Somerville to contact any and all parties referenced by the proposer regarding financial and operational information.

21. PAYMENT

The City of Somerville shall make no payment for a supply or service rendered prior to the execution of the contract.

22. DOCUMENTATION

Please find attached exhibit copies of contract forms which the successful proposer will be required to sign.

23. EXTENSION OF CONTRACT

The City reserves the right to extend the time of any contract resulting from the bid as needed and/or to increase the value by 25% at the sole discretion of the Purchasing Director.

24. The Proposer's proposal will remain in effect for a period of 90 days from the deadline for submission of proposal or until it is formally withdrawn, a contract is executed or this RFP is canceled, whichever occurs first.

25. The contract will be for a period of one year, beginning January 1, 2015, and ending on December 31, 2015, with two (2), one-year options to renew.

26. The City will have the option to cancel the contract provided that written notice is given 90 days prior to the effective termination date.

27. The Procurement Officer shall cancel the contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year.

**FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD RESULT IN
THE CANCELLATION OF YOUR CONTRACT.**

REQUIRED FORMS

In addition to the information listed above as “Information to be Submitted with Proposals,” the following attached forms must be completed and signed for submission with your technical proposal.

- **Certificate of Signature Authority**
- **Certificate of Non-Collusion and Tax Compliance**
- **Somerville Living Wage Ordinance** – Proposer must agree to conform with Somerville’s Living Wage Ordinance and certify their compliance with this ordinance by completing attached Living Wage Ordinance Form.

The following forms are not required at the time of proposal submission, but will be required by the awarded Proposer in order to execute a contract.

- **Insurance Certificate** – Insurance Certificate as outlined on attached form included in this RFP, must be provided by the selected Proposer.
- **Certificate of Good Standing** – The selected Proposer must provide the City with a current “Certificate of Good Standing” from the Commonwealth of Massachusetts. Additional information related to this requirement is included in this RFP.

The following attached form must be completed and signed for submission with your **price proposal**.

- **Price Form** – Must be submitted in a separately sealed envelope marked as indicated in the instructions.

CITY OF SOMERVILLE

DEPARTMENT OF PURCHASING PRICE FORM FOR RFP 15-68

- A. The undersigned proposes to supply the services specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Somerville entitled:

Retiree Drug Subsidy Application Re-Openings for the Retiree Drug Subsidy

for the contract price(s) specified below, subject to additions and deduction according to the terms of the specifications.

- B. The proposed contract price is:

Retiree Drug Subsidy Application Re-Openings for the Retiree Drug Subsidy

Proposed Rate for One-Time service of re-opening the RDS:

\$ _____

- C. The undersigned agrees that, if selected as contractor, s/he will within Fifteen (15) days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Somerville, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B.

The undersigned further certifies under the penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the

Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Continued on next page...

Date _____

(Name of Bidder)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

CERTIFICATE OF GOOD STANDING

TO: Vendor

FROM: Purchasing Department

RE: **CERTIFICATE OF GOOD STANDING**

The **Awarded Vendor** must comply with our request for a **CURRENT** "Certificate of Good Standing".

If you require information on how to obtain the "Certificate of Good Standing" or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the Secretary of State's Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17th Floor, Boston, MA 02133 or you may access their web site at: www.sec.state.ma.us/corp/certificates/certificate_request.asp

If your company is incorporated outside of Massachusetts and therefore is a "foreign corporation", but is registered to do business in Massachusetts, please comply with our request for the Certificate of Registration from the Commonwealth of Massachusetts. If your company is a foreign corporation, but is not registered to do business in Massachusetts, please provide the Certificate of Good Standing from your state of incorporation.

Please note that without the above certificate (s), the City of Somerville cannot execute your contract.

IMPORTANT NOTICE

Requests for Certificates of Good Standing by mail may take a substantial amount of time. A certificate may be obtained immediately in person at the Secretary's Office at the address above. Also, at this time, the Secretary of State's Office may not have your current annual report recorded. If this is the case, and you are therefore unable to obtain the Certificate of Good Standing, please forward a copy of your annual report filing fee check with your signed contracts. Please forward your original Certificate of Good Standing to the Purchasing Department upon receipt.

Thank You,

Purchasing Director

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

Rev. 08/01/12



**Certificate of Authority
(Corporations Only)**

Instructions: Complete this form and sign and date where indicated below.

1. I hereby certify that I, the undersigned, am the duly elected Clerk/Secretary of

(Insert Full Name of Corporation)

2. I hereby certify that the following individual _____
(Insert the Name of Officer who Signed the Contract and Bonds)

is the duly elected _____ of said Corporation.
(Insert the Title of the Officer in Line 2)

3. I hereby certify that on _____
(Insert Date: Must be *on or before* Date Officer Signed Contract/Bonds)

at a duly authorized meeting of the Board of Directors of said corporation, at which a quorum was present, it was voted that

(Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2)

of this corporation be and hereby is authorized to make, enter into, execute, and deliver contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

4. **ATTEST:**

Signature: _____
(Clerk or Secretary)

AFFIX CORPORATE SEAL HERE

Printed Name: _____

Printed Title: _____

Date: _____
(Date Must Be *on or after* Date Officer Signed Contract/Bonds)

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

Rev. 08/01/12



**Certificate of Authority
(Limited Liability Companies Only)**

Instructions: Complete this form and sign and date where indicated below.

1. I, the undersigned, being a member or manager of

(Complete Name of Limited Liability Company)

a limited liability company (LLC) hereby certify as to the contents of this form for the purpose of contracting with the City of Somerville.

2. The LLC is organized under the laws of the state of: _____.

3. The LLC is managed by (check one) a ☐ Manager or by its ☐ Members.

4. I hereby certify that each of the following individual(s) is:

- a member/manager of the LLC;
- duly authorized to execute and deliver this contract, agreement, and/or other legally binding documents relating to any contract and/or agreement on behalf of the LLC;
- duly authorized to do and perform all acts and things necessary or appropriate to carry out the terms of this contract or agreement on behalf of the LLC; and
- that no resolution, vote, or other document or action is necessary to establish such authority.

Name	Title

5. **Signature:** _____

Printed Name: _____

Printed Title: _____

Date: _____



SOMERVILLE LIVING WAGE ORDINANCE CERTIFICATION FORM
CITY OF SOMERVILLE CODE OF ORDINANCES SECTION 2-397 et seq.*

Instructions: This form shall be included in all Invitations for Bids and Requests for Proposals which involve the furnishing of labor, time or effort (with no end product other than reports) by vendors contracting or subcontracting with the City of Somerville, where the contract price meets or exceeds the following dollar threshold: \$10,000. If the undersigned is selected, this form will be attached to the contract or subcontract and the certifications made herein shall be incorporated as part of such contract or subcontract. **Complete this form and sign and date where indicated below on page 2.**

Purpose: The purpose of this form is to ensure that such vendors pay a "Living Wage" (defined below) to all covered employees (i.e., all employees except individuals in a city, state or federally funded youth program). In the case of bids, the City will award the contract to the lowest responsive and responsible bidder paying a Living Wage. In the case of RFP's, the City will select the most advantageous proposal from a responsive and responsible offeror paying a Living Wage. In neither case, however, shall the City be under any obligation to select a bid or proposal that exceeds the funds available for the contract.

Definition of "Living Wage": For this contract or subcontract, as of 7/1/2014 "Living Wage" shall be deemed to be an hourly wage of no less than **\$12.05** per hour. From time to time, the Living Wage may be upwardly adjusted and amendments, if any, to the contract or subcontract may require the payment of a higher hourly rate if a higher rate is then in effect.

CERTIFICATIONS

1. The undersigned shall pay no less than the Living Wage to all covered employees who directly expend their time on the contract or subcontract with the City of Somerville.
2. The undersigned shall post a notice, (copy enclosed), to be furnished by the contracting City Department, informing covered employees of the protections and obligations provided for in the Somerville Living Wage Ordinance, and that for assistance and information, including copies of the Ordinance, employees should contact the contracting City Department. Such notice shall be posted in each location where services are performed by covered employees, in a conspicuous place where notices to employees are customarily posted.
3. The undersigned shall maintain payrolls for all covered employees and basic records relating hereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the number of hours worked, the gross wages, a copy of the social

* Copies of the Ordinance are available upon request to the Purchasing Department.

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

Rev. 06/10/14

security returns, and evidence of payment thereof and such other data as may be required by the contracting City Department from time to time.

4. The undersigned shall submit payroll records to the City upon request and, if the City receives information of possible noncompliance with the provisions the Somerville Living Wage Ordinance, the undersigned shall permit City representatives to observe work being performed at the work site, to interview employees, and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

5. The undersigned shall not fund wage increases required by the Somerville Living Wage Ordinance by reducing the health insurance benefits of any of its employees.

6. The undersigned agrees that the penalties and relief set forth in the Somerville Living Wage Ordinance shall be in addition to the rights and remedies set forth in the contract and/or subcontract.

CERTIFIED BY:

Signature: _____
(Duly Authorized Representative of Vendor)

Title: _____

Name of Vendor: _____

Date: _____

INSTRUCTIONS: PLEASE POST

**NOTICE TO ALL EMPLOYEES
REGARDING PAYMENT OF LIVING WAGE**

Under the Somerville, Massachusetts' Living Wage Ordinance (Ordinance No. 1999-1), any person or entity who has entered into a contract with the City of Somerville is required to pay its employees who are involved in providing services to the City of Somerville no less than a "Living Wage".

The Living Wage as of 7/1/2014 is **\$12.05** per hour. The only employees who are not covered by the Living Wage Ordinance are individuals in a Youth Program. "Youth Program" as defined in the Ordinance, "means any city, state or federally funded program which employs youth, as defined by city, state or federal guidelines, during the summer, or as part of a school to work program, or in any other related seasonal or part-time program."

For assistance and information regarding the protections and obligations provided for in the Living Wage Ordinance and/or a copy of the Living Wage Ordinance, all employees should contact the City of Somerville's Purchasing Department directly.

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

Rev. 08/01/12



Non-Collusion Form and Tax Compliance Certification

Instructions: Complete each part of this two-part form and sign and date where indicated below.

A. NON-COLLUSION FORM

I, the undersigned, hereby certify under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature: _____
(Individual Submitted Bid or Proposal)
Duly Authorized

Name of Business or Entity: _____

Date: _____

B. TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b).

Signature: _____
(Duly Authorized Representative of Vendor)

Name of Business or Entity: _____

Social Security Number or Federal Tax ID#: _____

Date: _____

CITY OF SOMERVILLE
SIGNATURE FORM

NAME OF COMPANY: _____

ADDRESS: _____

TELEPHONE #: _____ FAX #: _____

DATE: _____ Email: _____

SIGNATURE OF AUTHORIZED CONTRACTING OFFICIAL:

TITLE: _____

RESIDENCE: _____

IF COMPANY IS A PARTNERSHIP:

FULL NAME AND RESIDENCE OF EACH PARTNER:

IF COMPANY IS A CORPORATION:

THE CORPORATE NAME IS: _____

THE CORPORATION IS ORGANIZED UNDER THE LAWS OF: _____

THE PRESIDENT IS: _____

THE TREASURER IS: _____

THE CLERK/SECRETARY IS: _____

NAME OF CORPORATION THAT WILL APPEAR ON A POTENTIAL CONTRACTUAL

AGREEMENT IF DIFFERS FROM ABOVE: _____

NAME AND TITLE OF PERSON WHO WILL BE RESPONSIBLE FOR THE SIGNING OF A

POTENTIAL CONTRACTUAL AGREEMENT IF DIFFERS FROM ABOVE:

NAME: _____ TITLE: _____

NAME OF CLERK/SECRETARY WHO WILL ALSO BE SIGNING FOR A POTENTIAL

CONTRACTUAL AGREEMENT IF DIFFERS FROM ABOVE: _____



CITY OF SOMERVILLE, MASSACHUSETTS

JOSEPH A. CURTATONE
MAYOR

Vendor Certification

The vendor certifies that it has provided the City of Somerville with an accurate tax identification number (TIN). In the event that the City is fined by the IRS for an incorrect TIN provided by the vendor, the vendor agrees to reimburse the City for the amount of the fine.

TIN

Signature

Printed Name of Person signing

Company

Date



Somerville City Hall • 93 Highland Avenue • Somerville, Massachusetts 02143
(617) 625-6600, Ext. 3400 • TTY: (617) 666-0001 • Fax: (617) 625-1344
www.somervillema.gov





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

DESCRIPTION OF PROJECT, SOLICITATION NUMBER AND THAT THE CITY OF SOMERVILLE IS A CERTIFICATE HOLDER AND ADDITIONAL INSURED

CERTIFICATE HOLDER

CERTIFICATES SHOULD BE MADE OUT TO:

CITY OF SOMERVILLE
PURCHASING DEPARTMENT
93 HIGHLAND AVE
SOMERVILLE, MA 02143

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

INSURANCE SPECIFICATIONS

INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the Office of the Purchasing Director a Certificate of Insurance evidencing the following:

A. GENERAL LIABILITY - Comprehensive Form

Bodily Injury Liability.....\$ 500,000.00

Property Damage Liability.....\$ 500,000.00

B. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFIT PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN THE AMOUNT AS LISTED BELOW:

WORKER'S COMPENSATION.....\$ Statutory

EMPLOYERS' LIABILITY.....\$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ STATUTORY

1. A contract will not be executed unless a certificate (s) of insurance evidencing above-described coverage is attached.
2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.
3. All applicable insurance policies shall read:
"CITY OF SOMERVILLE" as a certificate holder and as an additional insured for general liability only along with a description of operation in the space provided on the certificate.
4. Please comply with our requirement of a **thirty (30) day** notice of cancellation and note on certificate.

Certificate Should Be Made Out To:

City Of Somerville
Purchasing Department
93 Highland Avenue
Somerville, Ma. 02143

Note: If your insurance expires during the life of this contract, you shall be responsible to submit a new certificate(s) covering the period of the contract. No payment will be made on a contract with an expired insurance certificate.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Other (see instructions) ▶	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				

Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
--------------	-------------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.